

## **Notice of Suitability for Early Transfer**

for the  
Former Federal Complex  
607 Hardesty Avenue  
Kansas City, Missouri 64124-3032  
(GSA Control Number 7-G-MO-637).

### **I. INTRODUCTION**

The former Federal Complex located at 607 Hardesty Avenue is situated in central Kansas City, Missouri, ½ mile west of I-435. The property was purchased in 1940 by the U.S. Army, who used it as a Quartermaster depot. However, it is noted that a number of the buildings on-site were previously under private ownership, prior to 1940. The property was acquired by the General Services Administration (GSA) in 1960 and been in the continuing control and custody of GSA to this date.

In August 1999 GSA declared the Hardesty Complex to be excess to its needs and available for disposal pursuant to the authority of the Federal Property Act (40 U.S.C. §§ 501; *et seq.*), thereby making the facility available for reutilization by non-federal, public and/or private entities. Environmental investigation and cleanup activities are on-going at the Hardesty Complex pursuant to requirements of the State of Missouri Voluntary Cleanup Program (VCP) (Missouri Revised Statutes, Chapter 260, Environmental Control, Section 260.567).

### **II. PURPOSE**

Section 120(h)(3)(C) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. 9620(h)(3)(C), authorizes the United States of America, by and through GSA, with State Governor concurrence, to defer the requirement created by CERCLA Section 120(h)(3)(A)(ii)(I) (the CERCLA Covenant) that each deed entered into for the transfer of Federal property to any person or entity contain a covenant warranting that all necessary environmental RESPONSE action(s) has been completed prior to transfer.

By this notice, GSA hereby advises that: (1) the above described property is suitable for transfer; (2) GSA seeks the concurrence of the Governor of Missouri its intention to dispose of the property; and (3) the CERCLA covenant be deferred until such time after transfer that all RESPONSE action(s) necessary to protect human health and the environment affecting the property has been completed. It is GSA's intent to obtain a non-federal third party purchaser to acquire the property. GSA will either perform or cause to be performed all RESPONSE action(s) affecting the property. necessary to protect human health and the environment.

### III. DESCRIPTION OF PROPERTY TO BE TRANSFERRED BY QUITCLAIM

The property to be transferred by quitclaim deed is a 17.45 acre site with 7 structures on-site ranging in size from 540 to 216,992 square feet, totaling 571,707 square feet of mostly warehouse use. The property is bounded on the north by Independence Blvd., on the west by Hardesty Ave., and on the south and east by the Kansas City Terminal railroad. A legal description of the Hardesty Complex is described in Exhibit A.

### IV. CONTENTS OF DEED

As required by CERCLA Section 120 (h)(3)(A), GSA shall include the following language in the deed. GSA may make minor, non-substantive changes in the language, but shall advise the MDNR of such changes prior to closing.

- a. **NOTICE of Hazardous Substance Activity.** Pursuant to Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that Exhibit B provides the following information: (1) the type and quantity of hazardous substances that were known to have been released or disposed of or stored for one year or more on the Property; (2) the time such storage, release or disposal took place; and (3) a description of RESPONSE action taken, if any.
  - (1) Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance. On ultimate completion of the environmental remediation of the Property, the United States shall execute and file the CERCLA Covenant under 42 U.S.C. § 9620(h)(3)(A)(ii) in the Records of Jackson County.
  - (2) This covenant shall not apply:
    - (a) in any case in which **Grantee**, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; **OR**
    - (b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the **Grantee**, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
      - (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; or

- (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance; or
  - (iii) in the case of a hazardous substance(s) previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successor(s) or assign(s), or any party in possession and where after such discovery, Grantee, its successor(s) or assign(s), or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s).
- (c) In the event **Grantee**, its successor(s) or assign(s), seeks to have **Grantor** conduct any additional response action, and, as a condition precedent to **Grantor** incurring any additional cleanup obligation or related expenses, the **Grantee**, its successor(s) or assign(s), shall provide **Grantor** at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:
  - (i) the associated contamination existed prior to the date of this conveyance; and
  - (ii) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the **Grantee**, its successor(s) or assign(s), or any party in possession.
- b. Access. **Grantor** reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to **Grantor**. These rights shall be exercisable in any case in which a RESPONSE action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a RESPONSE action or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors, and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation, and other activities related to environmental investigation, and to carry out RESPONSE or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses, or RESPONSE actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

(1) Grantee covenants and agrees for itself, its successors and assigns and every successor in interest to the Property, or part thereof, that a party occupying the Property shall not hinder or prevent GSA from properly constructing, upgrading, operating, maintaining, and monitoring any groundwater treatment facilities or processes, or engage in any activity that will disrupt or hinder required RESPONSE investigations, response actions, or oversight activities on the Property or adjoining property.

(2) Additional Institutional Land Use Restrictions

(a) Groundwater Use Restrictions

The Grantee covenants and agrees for itself, its successors and assigns and every successor in interest to the Property or part thereof, that it shall not construct or permit to be constructed any well, and shall not extract, utilize, consume or permit to be extracted, any water from the aquifer below the surfaces of the ground within the boundary of the Property for the purpose of human consumption, or other use, unless such groundwater has been tested and found to meet applicable standards for human consumption, or such other use, and such owner or occupant shall first have obtained written approval of GSA and the appropriate agencies of the State of Missouri. The costs associated with obtaining use of such water, including, but not limited to, the costs of permits, studies, analysis, or remediation, shall be the sole responsibility of the owner, its successors and assigns, without cost whatsoever to the Grantor.

(b) Grantee covenants and agrees for itself, its successors and assigns and every successor in interest to the Property, or part thereof, that use of the property shall be limited to nonresidential industrial uses except for any office or similar use incidental to industrial use if such incidental use is permitted by applicable regulatory authorities without requiring further environmental remediation beyond that required for industrial use. Prohibited residential uses include, but are not limited to, any child care, pre-school, playground, and any form of housing. In the event the Grantee or any successor(s) or assign(s) desire to use the property for any use other than industrial use, then Grantee or its successor(s) or assign(s) shall perform all additional environmental remediation required by law or applicable regulatory authorities for such other uses and shall further comply with all laws, rules, regulations, and ordinances pertaining thereto, including but not limited to zoning requirements and the requirements of all applicable regulatory authorities. All costs associated with any such additional environmental remediation necessary for other than industrial use shall be the sole responsibility of the owner, its successors and assignees, without cost whatsoever to the Grantor.

c. Contents of the Transfer Agreement

As required by CERCLA Section 120(h)(3)(C)(i)(11) and in addition to the contents of the deed language hereinabove described, GSA shall include the following language in the transfer agreement:

“All necessary response actions will be taken by GSA in accordance with schedules approved by the MDNR. Schedules for completing response actions will be reviewed by GSA and MDNR and updated as necessary as part of the annual review of the Site Environmental Remediation Plan.”

- d. Should GSA not find a buyer to perform the cleanup post-transfer, GSA will perform all necessary remediation actions, and as a result, GSA shall submit on an annual basis through established channels, appropriate budget requests to the Director of the Office of Management and Budget that adequately address those agreed-upon schedules for investigation and completion of all necessary response actions required by the VCP. The actual amount available for such effort is subject to congressional authorizations and appropriations.
- e. In accordance with CERCLA Section 120(h)(3)(C)(iii), when all response actions necessary to protect human health and the environment with respect to any substance remaining on the property on the date of transfer has been taken, including any institutional controls that are part of the final response action, the United States shall execute and deliver to the transferee an appropriate document containing a warranty that all such response action has been taken.

#### **IV. NATURE AND EXTENT OF CONTAMINATION IMPACTING THE PROPERTY**

For environmental investigation and RESPONSE action purposes, the Hardesty Complex has been divided into three RESPONSE actions. The MDNR has reviewed and approved the schedule proposed by GSA (Exhibit C) for the RESPONSE action. A “Site-Wide Environmental Remediation Plan” has been developed under which all three sections are incorporated into a unified response action; this is summarized in Exhibit D. The following briefly describes source of the contamination associated with each RESPONSE action.

- a. Action: Leaking Underground Storage Tanks. During its use as a Federal facility, the Federal Complex has used various underground storage tanks (USTs) as a part of its operations, but environmental investigations conducted by GSA discovered that several of them had leaked. Building 3/3A (Boiler House) utilized USTs for holding heating fuel for the boilers on-site. Additionally, there were several USTs associated with former Building 4 (Garage) for providing fuel diesel and gasoline to vehicles used on-site. GSA has removed the USTs, but the contamination associated with those USTs remains.
- b. Action: Trichloroethylene. During GSA’s environmental investigation at the former Federal Complex, it was discovered that volatile organic chemicals (VOCs) were present in the groundwater immediately to the east and southeast

of Building 6 in concentrations exceeding MDNR allowances. Of the VOCs, trichloroethylene (TCE) is the most prevalent. It is believed these VOCs resulted from U.S. Army operations in Building 6 during World War II. This building was used as a laboratory to research clothing treatments for studies on protecting soldiers from chemical warfare agents. Several above ground storage tanks (ASTs) adjacent to Building 6 were associated with these efforts. As a result of these activities, it is believed solvents leaked into the groundwater. The ASTs and associated piping have been removed, but the groundwater contamination remains.

- c. Action: Lead. In the basement of Building 9, GSA operated a firing range. As a result of the weapons (handguns) fired in this range, lead contamination was found to be present.

## **V. FUTURE REMEDIATION**

GSA entered the MDNR VCP in May 2002. Cleanup activities at the Hardest Complex are being conducted in accordance with the VCP. GSA intends to continue the investigation and cleanup of the Hardesty Complex in accordance with MDNR guidance pending the transfer of this property (with the intent that, upon finding a willing buyer, having such buyer assume these tasks post-transfer in a fashion that is acceptable to MDNR). The following summarizes the status of each issue:

- a. Issue: UST. The contamination from the leaking underground storage tanks remains. A remediation plan has been prepared by GSA and approved by MDNR. This plan will clean up the contamination to meet MDNR requirements.
- b. Issue: TCE. The contamination associated with Building 6 remains. A remediation plan has been prepared by GSA and approved by MDNR. This issue will need continued investigation, RESPONSE action, and Long Term Operation/Long Term Monitoring (LTO/LTM) in order to fulfill the objectives of the VCP. This plan will clean up the contamination to meet MDNR requirements.
- c. Issue: Lead. The contamination associated with the former firing range remains. A remediation plan has been prepared by GSA and approved by MDNR. This plan will clean up the contamination to meet MDNR requirements by reducing the levels of lead in affected areas to the point that the property can be safely used for industrial purposes..

## **VI. ANALYSIS OF FUTURE REUSE**

The property has been used exclusively for industrial purposes, and it is expected to remain so post-transfer given the zoning to which this property will be subject at the time of transfer.

## **VII. RESPONSE ACTION ASSURANCE**

With appropriate institutional controls in place, reuse of the Hardesty Complex for industrial purposes would not present a reasonable likelihood of exposure to the identified environmental contaminants of concern by workers and others present at the site. The following further summarizes the currently known risks associated with each Issue:

- a. Issue: UST. As a result of the leaking USTs, contamination by petroleum products of subsurface soils and groundwater adjacent to Buildings 3 and 10 currently exists. Because the contamination is sub-surface there is currently no direct contact to on-site personnel. The groundwater beneath the Hardesty Complex poses unacceptable exposure risks at this time. However, it is not currently used for either drinking or process water purposes. Institutional controls, such as limitations on excavating or drilling activities around these buildings and prohibition on the use of groundwater absent appropriate treatment for the intended use of such water will help prevent any exposures while awaiting remediation. The remediation plan designed to address this contamination is designed to meet MDNR requirements.
- b. Issue: TCE. Groundwater contamination by VOCs (primarily TCE) to the east and southeast of Building 6 has occurred from previous site activities. Because the contamination is sub-surface there is currently no direct contact to on-site personnel. The groundwater beneath the Hardesty Complex poses unacceptable exposure risks at this time. However, it is not currently used for either drinking or process water purposes. Institutional controls, such as limitations on excavating or drilling activities around these buildings and prohibition on the use of groundwater absent appropriate treatment for the intended use of such water, will help prevent any exposures while awaiting remediation. The remediation plan designed to address this contamination is designed to meet MDNR requirements.
- c. Issue: Lead. Contamination of the firing range by lead has occurred. However, restricting use of the area where the former firing range exists will prevent exposure to on-site personnel. A remediation plan designed to address this contamination has been developed to meet MDNR requirements, has been found acceptable to MDNR and will be instituted as described below.

## **VIII. TRANSFeree RESPONSE ACTION ASSURANCES AND AGREEMENTS**

A Transferee has not yet been identified. However, GSA intends that the Transferee will assume response actions. When this occurs, GSA shall provide the MDNR with all agreements, assurances, and other documents signed by the Transferee demonstrating that the Transferee is legally obligated to conduct the required response actions in accordance with the VCP. Under the VCP, GSA retains responsibility for the completion of all necessary response actions at the Hardesty Complex.

## **IX. EFFECT OF COVENANT DEFERRAL REQUEST**

Nothing in this Covenant Deferral Request shall be construed to alter GSA's obligation to complete all necessary response actions in accordance with the VCP entered into by GSA with MDNR or under applicable federal or state law.

#### **X. REGULATORY/PUBLIC COORDINATION**

*(Following the Public Notice & Comment period, we will address in this section what comments were rec'd and how we responded.)*

#### **XI. SUITABILITY DECLARATION**

As the cognizant U.S. General Services Administration official authorized to make such determination, I, the undersigned, hereby declare that under the proposed land-use conditions and deed restrictions to be employed, the former Federal Complex on Hardesty Ave. property described in this document is suitable for transfer to a willing and complying buyer.

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Date

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Brad Scott, Regional Administrator  
Heartland Region



# **LEGAL DESCRIPTION**

**Federal Center  
607 Hardesty Avenue  
Kansas City, Missouri**

All of the land lying between Independence Avenue on the North, Hardesty Avenue on the West, the Kansas City Terminal right-of-way on the Southeast, and the central line of Topping avenue (as originally located) on the East, described in the legal description of said property herein, to-wit:

**ALL** that part of the Northeast quarter of the Northeast quarter of Section 2, Township 49, Range 33, in Kansas City, Jackson County, Missouri, lying north and west of a strip of ground 75 feet wide, extending in a northeasterly and southwesterly direction across said quarter (1/4) quarter (1/4) Section, being the right of way of property conveyed to Kansas City Belt Railway Company by deed dated October 20, 1882, and recorded in Book B80 at page 266, in the office of the Recorder of Deeds of Jackson County, Missouri, at Kansas City; and also lying north of a strip of ground 100 feet wide, cutting and partly upon the southwest corner of said quarter (1/4) quarter (1/4) Section (and north and west of right of way of said Kansas City Belt Railway Company above described), being the right of way of Kansas City and Independence Rapid Transit Railway Company, afterward Kansas City Cable Railway Company, and being properly conveyed to Kansas City Cable Railway Company by deed dated October 6, 1894, and recorded in Book B 571, page 513, in the office of the Recorder of Deeds of Jackson County, Missouri, at Kansas City; except the following portions thereof, to-wit: (a) a strip of ground thirty (30) feet wide off of the west side thereof, being the east half of Hardesty Avenue, a street in Kansas City, Missouri; (b) a strip of ground forty (40) feet wide off of the north side thereof, being the south half of Independence Avenue, a street in Kansas City, Missouri; (c) a strip of ground thirty (30) feet wide off the east side thereof, being the west half of Topping Avenue, a street in Kansas City, Missouri as originally established; being the same land heretofore conveyed to NATIONAL IMPROVEMENT COMPANY by Trackage Realty Company by deed dated June 24, 1919 filed for record, and duly recorded in the Office of the Recorder of Deeds of Jackson County, Missouri, at Kansas City, in Book Series B 1966, page 554 on June 25, 1919, and by said National Improvement Company to part of the first part by deed dated December 14, 1935 filed for record and duly recorded in the Office of the Recorder of Deeds of Jackson County, Missouri at Kansas City, in Book Series B 3228, page 601 on December 31, 1935.

**EXCEPT**, beginning at the intersection of the south line of Independence Avenue and the East line of Hardesty Avenue, as said avenues are now established; thence East along said south line, 455.05 feet; thence south, deflecting 90°04'20" right from the last described course, 18 feet; thence East, parallel with the South line of Independence Avenue, 15 feet; thence South, deflecting 90°04'20" right from the last described course, 165.77 feet; thence West, perpendicular to the last described course, 213.97 feet; thence South, perpendicular to the last described course, 266.43 feet; thence West, perpendicular to the East line of Hardesty Avenue, 252.72 feet to a point on said East line; thence North along said East line, 451.50 feet to the point of beginning. Containing 153,687 feet, more or less. (The foregoing parcel of land abuts and

adjoins on its easterly and southerly boundaries a larger parcel of land referred to as the “Federal Center property.”)

**TOGETHER** with the buildings thereon, appurtenances thereto, and easements and rights of way, if any, whether by grant, prescription, estoppel, use or otherwise, now owned, had and/or used or enjoyed by the party of the first part in respect of and/or in connection with the described premises, being 17.45 acres, more or less.

# NOTICE OF HAZARDOUS SUBSTANCE ACTIVITY

**Former Federal Center**

**607 Hardesty Avenue**

**Kansas City, Missouri**

**9 July 2004**

Based upon environmental records held by the General Services Administration, the following information is provided on hazardous substances that were known to have been released, disposed of, or stored for one year or more on the Property.

1. **Trichloroethylene.** During World War II, the U.S. Army operated the property as a Quartermaster Depot. As part of the operations on-site, the Army utilized Building 6 researching clothing treatment processes which would protect soldiers from the effects of chemical warfare agents. Process chemicals were stored in above ground storage tanks (ASTs) exterior to Building 6 and piped into the building. It is believed the trichloroethylene (TCE) discovered in the groundwater immediately adjacent to Building 6 originated from those research activities. The dates of such releases are unknown, but is expected to have occurred between 1940 and 1945. However, the quantities involved are unknown. Investigations of the nature and extent of the contamination have been completed, a remediation plan has been submitted to and approved by the Missouri Department of Natural Resources (MDNR). Physical remediation is anticipated to begin in 2005.
2. **Petroleum Products,** such as diesel fuel, fuel oil, and gasoline, were stored in underground storage tanks (USTs) have been used throughout the history of the former Federal Complex. Fuel oil was used in Building 3 (Boiler House) to fire the boilers. Diesel fuel and gasoline were used for refueling vehicles used on-site from fuel pumps associated with the former Building 4 (Garage, which was demolished several years ago). Eventually, the USTs developed leaks and/or spills occurred; the dates and quantities of such occurrences are unknown. As of this time, the USTs have been removed; however, the petroleum contamination yet exists in sub-surface soils and groundwater. Investigations of the nature and extent of the contamination have been completed, a remediation plan has been submitted to and approved by MDNR. Physical remediation is anticipated to begin in 2005.
3. **Lead.** Operation of firing ranges results in contamination by lead, which is found in the bullets' projectile as well as the primer charge. A firing range, located in the basement of Building 9, was operated was operated on-site, although the dates it was in operation are unknown. Environmental investigations have revealed the interior of the firing range is contaminated with lead dust. Because of the source of the contamination (weapons firing), the quantity of the lead released cannot be determined. A remediation plan has been submitted to and approved by the MDNR. Physical remediation is anticipated to begin in 2005.
4. **Polychlorinated Biphenyls (PCBs).** Due to the age of the property, various electrical transformers and breakers located on-site, as well as insulation surrounding high-voltage wiring, was found to contain PCBs. In several instances, the PCB-laden oil had leaked from

the electrical equipment. The dates of such leakage and the exact quantities are unknown. In 2003, GSA undertook a project to identify all electrical equipment which showed signs of leakage. This project included all buildings currently existent on-site, except Building 13 (i.e., Buildings 3, 6, 7, 9, 10, and 11). Building 13 was not included because it is currently operated and maintained by Kansas City Power and Light. When leakage was identified, the material was tested to determine if it contained PCBs above the U.S. Environmental Protection Agency's action limit of 50 parts per million (ppm). Any leakage found exceeding 50 ppm was remediated; this was completed by 8 January 2004. Reports of these activities were submitted to and approved by MDNR.

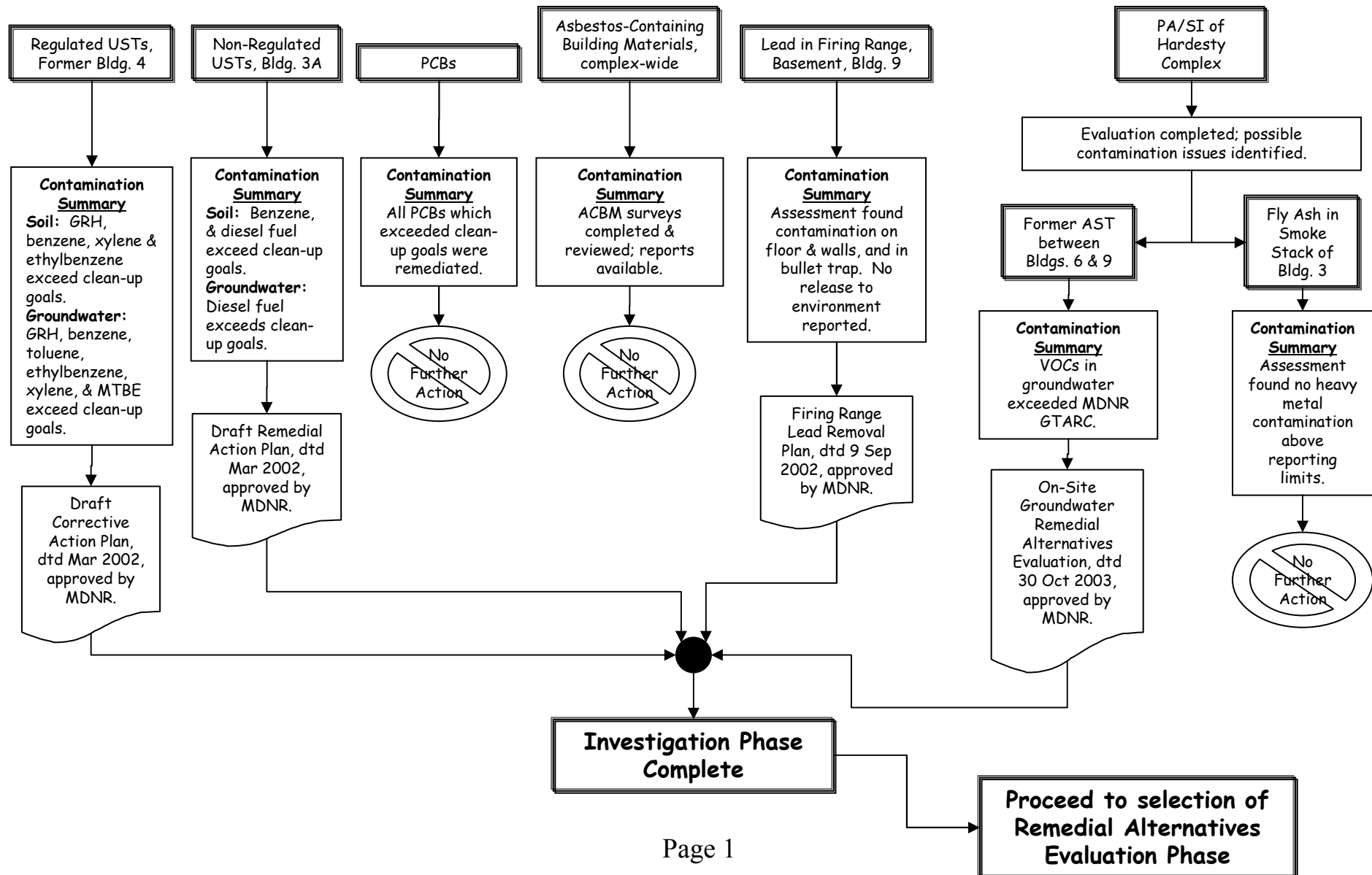
# HARDESTY SITE-WIDE REMEDIATION SCHEDULE

20 May 2004

| Description of Action  | Action By       | Beginning Date |
|--|-----------------|----------------|
| Approval of Site-Wide Comprehensive Remediation Schedule.  | MDNR            |                |
| Advertise for contractor to develop plans and specifications for remediation.  | GSA or Assignee | 01-Mar-2005    |
| Select contractor; give "Notice to Proceed." Contractor to conduct add'l sampling necessary to prepare construction documents.                                       | GSA or Assignee | 30-May-2005    |
| Construction plans & specifications prepared and delivered.  | Contractor      | 30-May-2007    |
| Construction plans & specifications provided to MDNR for review.   | GSA or Assignee | 13-Jun-2007    |
| Plans & specification approved; letter issued.   | MDNR            | 11-Sep-2007    |
| Advertise for construction firm to remediate Hardesty Complex iaw Plans & Specification.   | GSA or Assignee | 10-Dec-2007    |
| Select contractor; give "Notice to Proceed."   | GSA or Assignee | 09-Mar-2008    |
| Contractor submits Construction Work Plan for approval (this incl. submittals required within the Plans & Specifications).   | Contractor      | 08-Apr-2008    |
| Construction Work Plan approved.   | GSA or Assignee | 08-May-2008    |
| Remediation activities on-site are completed (includes confirmation sampling of soil and initial groundwater sampling); report of activities prepared and submitted. | Contractor      | 02-Feb-2009    |
| 1st annual groundwater sampling activity completed; report submitted.  | Contractor      | 02-Feb-2010    |
| 2nd annual groundwater sampling activity completed; report submitted.  | Contractor      | 02-Feb-2011    |
| 3rd annual groundwater sampling activity completed; report submitted.  | Contractor      | 02-Feb-2012    |
| 4th annual groundwater sampling activity completed; report submitted.  | Contractor      | 01-Feb-2013    |
| Final groundwater sampling activity completed; final comprehensive report submitted.   | Contractor      | 01-Feb-2014    |
| Final groundwater sampling report submitted to MDNR.   | GSA or Assignee | 15-Feb-2014    |
| Report approved; "No Further Action" letter issued.  | MDNR            | 16-May-2014    |

# Hardesty Complex Environmental Issues Summary

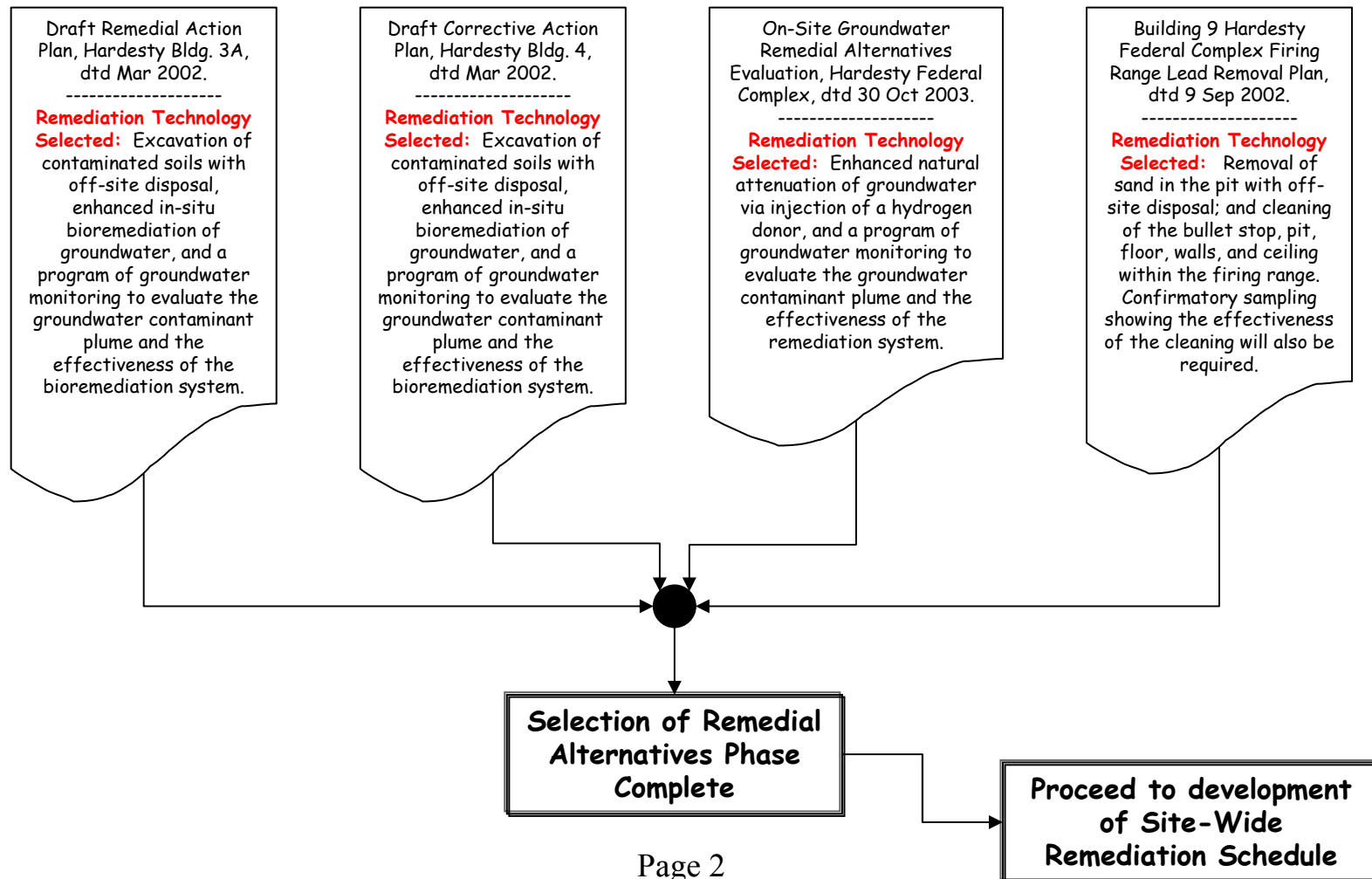
20 May 2004



### Remediation Alternatives Evaluation

Each of the individual remediation investigation reports recommended alternatives for cleaning up the contamination found during that investigation. This phase evaluates the alternatives and selects the approaches to be used.

20 May 2004



## Hardesty Site-Wide Remediation Schedule

Site-wide remediation of the Hardesty Federal Complex will occur via a comprehensive, integrated construction project which incorporates the four individual remediation plans referenced previously.

20 May 2004

